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Attorney For Plaintiffs ,

UNITED STATES DISTRICT COURT
DISTRICT OF CALIFORNIA

IRMA RAMIREZ; and DAREN
HEATHERLY

Plaintiffs,

v.

EL PALMAR ENTERPRISES, Inc a
California Corp dba CASA DEL PALMAR
RESTAURANT; LEE R. CECCOTTI and
EVA J. CECCOTTI, Trustees of the LEE
R. CECCOTTI and EVA J. CECCOTTI
1991 INTERVIVOS TRUST, dated January
24, 1991; EUGENE B. CECCOTTI;
YOLANDA M. GHILOTTI, Trustee of the
DINO J. GHILOTTI and YOLANDA M.
GHILOTTI FAMILY REVOCABLE
TRUST dated June 16, 1989; RICHARD
GHILOTTI, LINDA L. GHILOTTI,
DIANE ONGARO, all dba DRL
INVESTMENTS, a California General
Partnership; and LEANNE J. COYNE,

Defendants.

CASE NO. CV-13-2523-EMC

**STIPULATION OF DISMISSAL
WITH PREJUDICE AND
[PROPOSED] ORDER THEREON**

1 The parties, by and through their respective counsel, stipulate to dismissal
 2 of this action in its entirety with prejudice pursuant to Fed.R.Civ.P.41(a)(2).
 3 Outside of the terms of the Settlement Agreement and General Release
 4 (“Agreement”) herein, each party is to bear its own costs and attorneys’ fees.
 5 The parties further consent to and request that the Court retain jurisdiction over
 6 enforcement of the Agreement. *See Kokonen v. Guardian Life Ins. Co.*, 511
 7 U.S. 375 (1994) (empowering the district courts to retain jurisdiction over
 8 enforcement of settlement agreements).

9 Therefore, IT IS HEREBY STIPULATED by and between parties to this
 10 action through their designated counsel that the above-captioned action become
 11 and hereby is dismissed with prejudice pursuant to Federal Rules of Civil
 12 Procedure 41(a)(2).

13 This stipulation may be executed in counterparts, all of which together
 14 shall constitute one original document.

15
 16 Dated: August 5, 2014

THOMAS E. FRANKOVICH
A PROFESSIONAL LAW CORPORATION

18 By: /s/ Thomas E. Frankovich
 19 Thomas E. Frankovich
 20 Attorney for IRMA RAMIREZ; and DAREN
 21 HEATHERLY

22 Dated: August 7, 2014

JMBM | JEFFER MANGELS BUTLER
 & MITCHELL LLP

24 By: /s/ Matthew S. Kenefick
 25 Matthew S. Kenefick
 26 Attorneys for Defendants EL PALMAR
 27 ENTERPRISES, Inc a California Corp dba CASA
 28 DEL PALMAR RESTAURANT

Dated: August 5, 2014

PARTON SELL RHOADES PC

By:

Michael Giacinti

Attorneys for Defendant EUGENE B. CECCOTTI;
LEE R. CECCOTTI and EVA J. CECCOTTI,
Trustees of the LEE R. CECCOTTI and EVA J.
CECCOTTI 1991 INTERVIVOS TRUST, dated
January 24, 1991; YOLANDA M. GHILOTTI,
Trustee of the DINO J. GHILOTTI and YOLANDA
M. GHILOTTI FAMILY REVOCABLE TRUST
dated June 16, 1989; RICHARD GHILOTTI,
LINDA L. GHILOTTI, DIANE ONGARO, all dba
DRL INVESTMENTS, a California General
Partnership; and LEANNE J. COYNE

ORDER

IT IS HEREBY ORDERED that this matter is dismissed with prejudice
pursuant to Fed.R.Civ.P.41(a)(2). IT IS FURTHER ORDERED that the Court
shall retain jurisdiction for the purpose of enforcing the parties' Settlement
Agreement and General Release should such enforcement be necessary

Dated: 8/8, 2014

